



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET FFL

### Introduction

The landlords have applied to end this tenancy early pursuant to section 56 of the *Residential Tenancy Act* ("Act"). They have also applied for recovery of the application filing fee under section 72 of the Act.

One of the landlords attended the hearing on January 18, 2021, which was held by teleconference. One of the tenants (M.) attended the hearing, but as a witness for the landlord. The landlord confirmed (as did the witness) that he served both tenants with the Notice of Dispute Resolution Proceeding package. No issues of service were raised by the parties.

### Issues

1. Are the landlords entitled to orders under section 56 of the Act?
2. Are the landlords entitled to recovery of the filing fee?

### Background and Evidence

I have only reviewed and considered oral and documentary evidence meeting the requirements of the *Rules of Procedure*, to which I was referred, and which was relevant to determining the issues in the application. Only relevant evidence needed to explain my decision is reproduced below.

The tenancy in this dispute began on October 1, 2018. Rent is \$1,600.00 and there is a \$300.00 security deposit and a \$300.00 pet damage deposit currently held in trust. A copy of the tenancy agreement was in evidence.

The landlord submitted multiple pieces of documentary evidence, including several photographs and video footage of extensive damage to both the interior of the rental

unit and to the exterior property and grounds, that the tenant (D.) has caused. Also included were copies of several letters from “terrified” and concerned neighbours. The tenant has an unleashed pit-bull running around. Drug use is rampant and is causing serious issues. The police and fire departments have been called on a frequent basis.

In November 2020, the neighbours witnessed one incident in which

the shed was lit on fire by [tenant D.], accidentally or otherwise, and the fire department responded and it took them hours to finish up. The shed is 3 feet from our fence, and our garage and wood shed are 3 feet from our fence side. [...] Two days after that event, the shed was again set on fire, and appeared so, shortly after [D’s] visit to the property [...] we live in terror of the risk of fire and damage to our property due to the state of the place [...]

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 56 (1) of the Act permits a landlord to make an application for dispute resolution to request an order (a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47, and (b) granting the landlord an order of possession in respect of the rental unit.

In order for me to grant an order under section 56 (1), I must be satisfied that

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:
  - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
  - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
  - (iii) put the landlord's property at significant risk;
  - (iv) engaged in illegal activity that
    - (A) has caused or is likely to cause damage to the landlord's property,

- (B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
  - (v) caused extraordinary damage to the residential property, and
- (b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

In this case, based on the totality of the property damage (including but not limited to the shed fire), the threats, the pit bull running amok, to name a few, and taking into consideration all the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlords have met the onus of proving their claim for an order under section 56 of the Act. Indeed, that the co-tenant gave evidence in support of the landlords' claim is an indication of the seriousness of this situation. It would, I conclude, be unreasonable and unfair to the landlords to have to wait for a notice to end the tenancy under section 47 of the Act.

Therefore, pursuant to section 56(1)(a) of the Act, I order that the tenancy is ended effective January 18, 2021. Pursuant to section 56(1)(b) of the Act I grant the landlords an order of possession. This order of possession is issued in conjunction with this decision and, as I explained to the landlord during the hearing, the order of possession must be served on the tenant.

As the landlord was successful in this application, I authorize the landlords to retain \$100.00 of the security deposit as recovery of the application filing fee pursuant to section 72 of the Act.

During the last few minutes of the hearing, the landlord briefly asked me what he is to do now, given that the tenant is overdue on rent. I do not believe that I answered his question. The landlords are at liberty to file an application for dispute resolution claiming against the tenant for any unpaid rent and for any costs related to repairing the rental unit. They may contact the Residential Tenancy Branch for more information related to this matter.

Conclusion

**I HEREBY:**

- 1. grant the landlords' application;**
- 2. order that the tenancy is ended effective January 18, 2021; and**
- 3. grant the landlords an order of possession, which must be served on the tenants and which is effective two (2) days from the date of service. This order may be filed in and enforced as an order of the Supreme Court of British Columbia.**

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: January 18, 2021

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Residential Tenancy Branch